

A.G. Contract No. KR95-1934-TRN  
JPA No.: 95-146  
Project: I-10/Ray Road  
Section: Baseline Road-Chandler Boulevard  
TRACS No.: ~~H2383-030~~ H2382 01C

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF CHANDLER

THIS AGREEMENT is entered into 12 September, 1995  
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the  
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the  
"State") and the CITY OF CHANDLER acting by and through its CITY COUNCIL, (the "City")

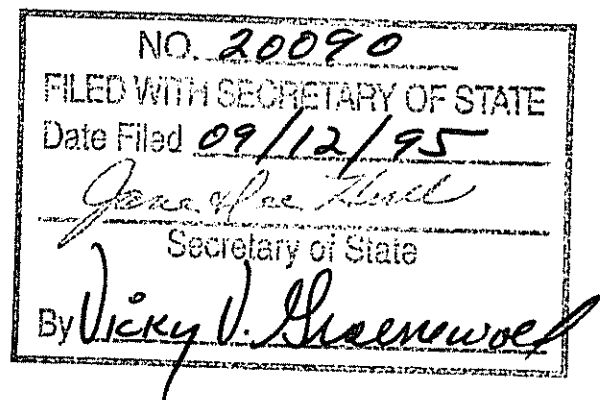
**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter, Article I, Section 1.03 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to the State's construction improvements to widen Interstate 10 (I-10) mainline between Baseline Road and Chandler Boulevard, the City requests the State incorporate additional improvements to accommodate traffic attributed to future construction within the City, at the City's expense.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:



## **II. SCOPE OF WORK**

### **1. The City will:**

a. Prepare construction plans and provide them to the State for review and comments. The design will include the following improvements identified in the June 28, 1995 Technical Analysis prepared by Bolduc, Smiley and Associates:

i. Northbound and southbound Portland Cement Concrete Pavement (PCCP) auxiliary lanes on I-10 from Warner Road to Ray Road;

ii. Widening of the southbound Ray Road off-ramp to provide a two lane exit to the off-ramp and a triple left turn to eastbound Ray Road. Ramp widening will match the type of ramp construction performed as part of the State's I-10 mainline widening project;

iii. A free flow right turn lane for westbound Ray Road to northbound I-10 on-ramp;

iv. Two additional lanes on the Ray Road overpass and reconfiguration of the Ray Road median and approaches to match the two additional lanes.

b. Provide environmental reports and clearances if necessary.

c. Acquire all additional right of way required for the City's improvements in the name of the State, at no cost to the State.

d. Prior to execution of any change order or contract award necessary to perform the City's improvements, establish an interest bearing escrow account at the Arizona State Treasurer's Office, with an initial deposit of \$800,000.00. Authorize the State Treasurer to accept requests to disburse funds to a designated representative of the State on an as needed basis for contractor payments of the City's construction improvements.

e. Upon notice from the State, deposit additional funds required to fund the balance of improvements in the above referenced escrow account when needed for contractor payments.

f. Be responsible for any contractor claims for extra compensation attributable to the City.

g. Upon completion of all improvements, provide maintenance outside the State's control of access.

h. Prior to any contractual agreement to proceed with improvements, have the option to cancel the agreement should the proposed Chandler Mills Mall not materialize.

i. Any design completed up to the date of cancellation will be provided to the State if requested.

### **2. The State will:**

a. Review design plans and provide comments to the City.

b. Incorporate the City's improvements as part of the State's ongoing project to widen the I-10 mainline between Baseline Road and Chandler Boulevard, or bid the work as separate project.

c. Prior to execution of any change orders or contract award necessary to perform the City's improvements, submit request to the City in writing or by invoice for an initial deposit of \$800,000.00 to an interest bearing escrow account at the Arizona State Treasurer's Office. Any interest earned on all funds in the escrow account shall accrue and be owned by the City upon completion of the City's improvements.

d. Execute contract change orders or call for bids and award one or more construction contracts. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.

e. Assist the City in securing additional right of way if needed, that may be outside the City limits.

f. Provide the City on monthly basis, a detailed accounting of expenditures for the City's improvements, and provide construction administration at no cost to the City.

g. Notify the City in writing or by invoice to deposit the additional requested funds required to fund the balance of improvements in the above referenced escrow account as needed for contractor payments.

h. With reasonable diligence, pursue State responsibilities for the timely completion of the improvements identified in this agreement.

i. Credit the City for any improvements that may be eliminated from the I-10 mainline widening project as a result of the City's financed improvements.

j. Within sixty (60) days after the completion of the City's improvements and all final billings have been paid to the contractor, provide written authorization to the State Treasurer's Office to terminate the escrow account and if necessary, release any unused funds and any interest accrued to the City.

k. Upon completion of all improvements, provide maintenance within the State's control of access.

### **III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of the City requested construction improvements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be canceled at any time prior to the award of a construction contract, upon thirty (30) days prior written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4 The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5 In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6 All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Chandler  
City Manager  
200 E Commonwealth Avenue  
Chandler, AZ 85225-5595

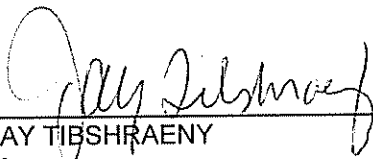
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF CHANDLER,**


**STATE OF ARIZONA**

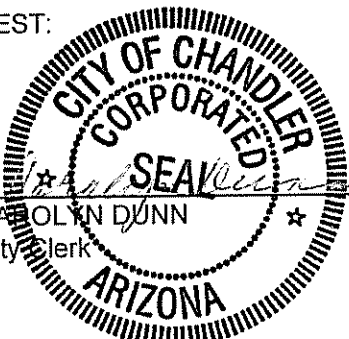
Department of Transportation

By   
JAY TIBSHRAENY  
Mayor

By   
RICHARD GENTEMAN  
Deputy State Engineer

ATTEST:

By   
CAROLYN DUNN  
City Clerk



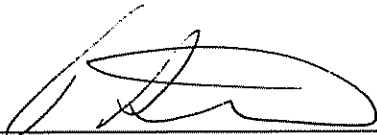
AMENDMENT

JPA 89-30

RESOLUTION

BE IT RESOLVED on this 17th day of August 1995, that I, the undersigned, LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to negotiate an agreement with the City of Chandler for the purpose of defining responsibilities for the design and construction of additional improvements to I-10 between Warner Road and Ray Road, requested by the City to accommodate additional traffic attributed to the future construction of the Chandler Mills Mall to be located at the southeast corner of Ray Road and Interstate 10, at the City's expense.

THEREFORE, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
\_\_\_\_\_  
LARRY S. BONINE, Director  
Arizona Department of Transportation

APPROVAL OF THE CHANDLER CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF CHANDLER and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 24<sup>th</sup> day of August, 1995.

Dennis M. O'Neill

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS  
ATTORNEY GENERAL

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR95-1934-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 11th day of September, 1995.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:ggt  
8918G/107